T. L. R. 251. The court further recognizes the principle that this warranty does not cover the acts of a private individual acting on his own initiative. If the warranty covers only the acts of agents of sovereign powers, the decision is wrong on primordial doctrines of agency. But the court holds that it includes acts done by a man when, "knowing that the settled and concerted policy of his government is to avail itself of the efforts of all its subjects to destroy enemy life and property as occasion offers, he uses such opportunity as presents itself in furtherance of that policy." Though this is not construing the policy against the underwriter, the result reached might well be the intent of the parties. This clause has always been construed liberally. *Cf. Stoomvaart Maatschappij Sophie H.* v. *Merchants' Marine Insurance Co., Ltd.*, [1918] Weekly Notes, 322; *Henry & MacGregor, Ltd.*, v. *Marten*, [1918] Weekly Notes, 224; *William France, Fenwick & Co. Ltd.* v. *North of England Protecting Association*, [1917] 2 K. B. 522. See 2 ARNOULD, MARINE INSURANCE, 9 ed., § 905.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — HOURS OF SERVICE ACT: APPLICATION TO TERMINAL COMPANY. — The Hours of Service Act applies to "any common carrier or carriers, their officers, agents, and employees" engaged in interstate commerce. (34 STAT. AT L. 1415.) The defendant operated a union freight station at Brooklyn under contracts with ten interstate railroads, receiving freight at their termini and transporting it by ferry and rail to its freight houses, and receiving likewise freight from Brooklyn shippers and transporting it to the docks of the several railroads. It was not chartered as a common carrier, did not hold itself out as such, and filed no tariffs with the Interstate Commerce Commission. *Held*, that the Hours of Service Act applies to the defendant. *United States* v. *Brooklyn Eastern District Terminal*, U. S. Sup. Ct., No. 155, October Term, 1918.

The decision is manifestly correct. The act would have applied to the carriers themselves in performing these services; the defendant is the agent of the carriers, and the act expressly includes agents. It has long been settled that the fact that all the acts done by a company are within one state does not excuse it from the regulation of interstate commerce. *United States* v. *Colorado & Northwestern Railroad Co.*, 157 Fed. 321. See 21 HARV. L. REV. 447. The court, however, points out clearly that the defendant is itself a common carrier, that the nature of the company does not depend upon how it was chartered, nor upon what it professes, but upon what it does, and that the services of the defendant were of a kind ordinarily performed by a common carrier. There is ample authority for this position. *United States* v. *Baltimore & Ohio Railroad Co.*, 231 U. S. 274; *Union Stockyards Company of Omaha* v. *United States*, 169 Fed. 404. See *United States* v. *Sioux City Stockyards Co.*, 162 Fed. 556. *Cf. Tap Line Cases*, 234 U. S. 1. The Hours of Service Act has been liberally applied, in the light of its "humane purpose." *Topeka & Santa Fe Railway Co.* v. *United States*, 244 U. S. 336.

INTERSTATE COMMERCE — CONTROL BY STATES — RIGHT OF INTERSTATE NATURAL GAS COMPANY SUPPLYING GAS TO LOCAL DISTRIBUTING COMPANIES TO ENJOIN ENFORCEMENT BY STATE COMMISSIONS OF CONFISCATORY RATES TO CONSUMERS. — The corporation of which plaintiff was receiver was engaged in producing natural gas, chiefly in Oklahoma, transporting it through pipelines, and selling it to local distributing companies in Kansas and Missouri, receiving a percentage of their gross profits as its return. The state utilities commissions of Kansas and Missouri fixed rates to the consumers which were so low that the return to plaintiff would be wholly inadequate, and plaintiff sued to enjoin the enforcement of these rates on the ground that they constituted a burden on interstate commerce. *Held*, that no injunction should be granted, on the ground that the distribution by the local companies was no

part of the interstate commerce and therefore there was no direct burden on interstate commerce. *Public Utilities Commission* v. *Landon*, 39 Sup. Ct. Rep. 268.

The proposition that the interstate transportation ceases on delivery to the local companies would seem untenable. *Cf. Werner Sawmill Co.* v. *Kansas City Southern R. Co.*, 194 Mo. App. 618, 186 S. W. 1118, and *Re Pipe Lines*, 24 I. C. C. 1. Consequently there is a sufficiently direct burden on interstate commerce. But Kansas had a right under its police power to regulate the sale of natural gas within its borders, and the fact that some of this gas happened to be imported from Oklahoma constituted a merely incidental interference with interstate commerce. Such an interference will not invalidate state regulation. *Standard Stock Food Co.* v. *Wright*, 225 U. S. 540; *Minnesota Rate Cases*, 230 U. S. 352. In Missouri, however, all but an inconsiderable percentage of the natural gas consumed is imported from other states. Regulation by the Missouri commission therefore hardly appears to be an incidental burden, and the decision as to the Missouri rates would seem at least doubtful.

LEGACIES — ABATEMENT — DEFICIENCY DUE TO WIDOW'S ELECTION BORNE PROPORTIONALLY BY RESIDUARY AND SPECIFIC LEGATEES. — A testator left a number of specific legacies and the residue to his son. The widow refused to abide by the provisions of the will and chose under statute to take what she would have received had her husband died intestate. *Held*, the specific and residuary legacies abate *pro rata*. *In re Davison's Estate*, [1919] 1 Western Weekly Rep. 497 (Saskatchewan).

When a widow is put to an election to take either under or against her husband's will, and she elects to do the latter, the rest of the estate should be distributed according to the testator's wishes if possible. *Dunlap* v. *McCloud*, 84 Ohio St. 272, 95 N. E. 774; *In re Grobe's Estate*, 101 Neb. 786, 165 N. W. 252; *cf. Fennell* v. *Fennell* 80 Kan. 730, 106 Pac. 1038. *Contra*, *Gordon* v. *Perry*, 98 Miss. 893, 54 So. 445. Thus the renunciation of a life estate in a trust does not deprive the remaindermen of their interest, but they are allowed to enjoy their estate at once unless such acceleration defeats the testator's intention. *In re Disston's Estate*, 257 Pa. 537, 101 Atl. 804; *Smith* v. *Patch*, 77 N. H. 75, 87 Atl. 252. But if the election to take against the will is detrimental to the estate, the loss is primarily to be borne by the residuary legatees. *Lewis* v. *Sedgwick*, 223 Ill. 213, 79 N. E. 14; *Pittman* v. *Pittman*, 81 Kan. 643, 107 Pac. 225; *cf. Meek* v. *Trotter*, 133 Tenn. 145, 180 S. W. 176. *Contra*, *Devecmon* v. *Kuykendall*, 89 Md. 25, 42 Atl. 963. And if it is possible to give the disappointed parties partial compensation out of the property renounced, the legatees other than those of the residue are preferred. *Pace* v. *Pace*, 271 Ill. 114, 110 N. E. 878; *Adams* v. *Legroo*, 111 Me. 302, 89 Atl. 63. The court in the principal case, in imposing the loss proportionally on all legatees alike, seems to overlook the general principle.

LIMITATION OF ACTION — COMPUTATION OF TIME — INCLUSION AND EXCLUSION OF FIRST AND LAST DAYS. — By a deed executed on April 14, 1902, the defendant granted a period of ten years in which to cut and remove timber from his land. The deed also provided that if such timber were not removed at the expiration of the ten years the grantee was to have the option of extending the period. On April 15, 1912, April 14 having fallen on Sunday, the plaintiff, a mesne grantee, gave notice of his desire to extend. *Held*, that the option was exercised in time. *United Timber Co.* v. *Bivins*, 253 Fed. 968.

As a general rule, in the computation of time from a date or an event, the first day is excluded and the last included. *Blake* v. *Crowninshield*, 9 N. H. 304; *Seward* v. *Hayden*, 150 Mass. 158, 22 N. E. 629; *McCulloch* v. *Hopper*, 47 N. J. L. 189. Some courts hold, however, adopting an old common-law distinction, that where the period is to be reckoned from an event, as distin-